Agenda Report

DATE: February 2, 2010
TO: The Mayor and City Council
FROM: Sean P. Quinn, City Manager
       Eve Somjen, Community Resources Director
       Ann Wall, Community Resources Manager
SUBJECT: Resolutions of the City of Fairfield and Fairfield Redevelopment
         Agency Approving Amendment to the Agreement for the Operation
         of the Fairfield Police Activities League Matt Garcia Youth Center

RECOMMENDED ACTION
Adopt resolutions.

STATEMENT OF ISSUE
In 2008, the City and Agency entered into an operating agreement with the Fairfield
Police Activities League. The PAL Operating Agreement does not specifically address
use of City facilities (other than the Matt Garcia Youth Center), or City administrative
support by City staff to the PAL Board of Directors. The proposed amendment
addresses these issues.

DISCUSSION
The PAL Matt Garcia Youth Center began operation on November 5, 2008. During its
first year, the program evolved from a center based operation to one that also includes
a variety of activities that utilize other City facilities. These activities include sports team
programs, PAL Board and board subcommittee meetings, and PAL Board fundraising
activities designed to support PAL operations. Additionally, administrative support to
the PAL Board has been provided by a “staff liaison.”

The proposed amendment outlines the financial obligations assumed by the City and
PAL in support of these specific additional activities. The remainder of the PAL
Operating Agreement remains in effect as written.
DATE: February 2, 2010
SUBJECT: Resolutions of the City of Fairfield and Fairfield Redevelopment
Agency Approving Amendment to the Agreement for the Operation
of the Fairfield Police Activities League Matt Garcia Youth Center

FINANCIAL IMPACT
The proposed amendment obligates the City of Fairfield to:

a) Minor costs associated with set up and break down of rooms used for meetings
   of the PAL Board of Directors and its subcommittees. Meeting space will only be
   provided at times when City facilities are already in use for other City business
   and a building attendant is already assigned.

b) Costs associated with routine field and sport court maintenance for practices and
   games. Should PAL choose to reserve outdoor fields during evening hours,
   they will be charged the non-profit rate for field light usage.

c) Staff liaison time associated with PAL Board activities will be absorbed as part of
   regular management work hours.

PAL is obligated to reserve facilities by utilizing processes in place for non-profit
organizations. PAL will be required to pay for direct costs for part time staff required for
use of City facilities and services associated with fundraising activities.

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION
A sub-committee of the PAL Board of Directors worked with City staff on the
development of the proposed amendment. The amendment was presented to and
approved by the PAL Board of Directors on Thursday, January 7, 2010.

ALTERNATIVE ACTION
The City Council could choose not to amend the agreement or to make other changes
in the agreement.

DOCUMENTS ATTACHED
Attachment 1: City Council Resolution and Exhibit A
Attachment 2: Redevelopment Agency Resolution and Exhibit A
Attachment 3: Amended Agreement

STAFF CONTACT
Ann Wall, Community Resources Manager
(707) 428-7740
awall@ci.fairfield.ca.us

Coordinated with: Police Chief
RESOLUTION OF THE CITY OF FAIRFIELD APPROVING AMENDMENT TO THE
AGREEMENT FOR THE OPERATION OF THE
FAIRFIELD POLICE ACTIVITIES LEAGUE MATT GARCIA YOUTH CENTER

WHEREAS, on June 17, 2008, the City of Fairfield and Fairfield Redevelopment Agency
adopted an Agreement for the Operation of Youth Community Center Services for the
purpose of providing a Police Athletic League program at the Matt Garcia Youth Center; and

WHEREAS, on November 18, 2008, the City of Fairfield and Fairfield Redevelopment
Agency approved an amendment to the Agreement to address staffing of the Youth Center; and

WHEREAS, said program has been operational for one year and the program has
expanded to include athletic teams, field trips, and expansion of both PAL Board of
Directors activities and City staff time; and

WHEREAS, original Agreement is subject to periodic review by the Police Activities League
Board of Directors, the Fairfield Redevelopment Agency, and the City of Fairfield; and

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. To amend the Agreement for the Operation of Youth Community Center
Services included in Exhibit A.

Section 2. The City Manager or designee is authorized to implement the amendment.

PASSED AND ADOPTED this 2nd day of February, 2010, by the following vote:

AYES: COUNCILMEMBERS: __________________________________________

NOES: COUNCILMEMBERS: __________________________________________

ABSENT: COUNCILMEMBERS: _______________________________________

ABSTAIN: COUNCILMEMBERS: _______________________________________

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK
SECOND AMENDMENT TO AGREEMENT FOR THE OPERATION OF
YOUTH COMMUNITY CENTER SERVICES

THIS AMENDMENT TO OPERATING AGREEMENT (this "Amendment") is entered into as of February 2, 2010, by and among the FAIRFIELD REDEVELOPMENT AGENCY, a public body, corporate and politic (the "Agency"), the CITY OF FAIRFIELD, a municipal corporation (the "City") and the FAIRFIELD POLICE ACTIVITIES LEAGUE, INC., a California nonprofit public benefit corporation ("PAL"), with reference to the following facts:

RECITALS

A. The Agency, the City and PAL previously entered into that certain Operating Agreement of June 17, 2008, (the "Agreement"), which was amended on November 5, 2008. Terms used in this Amendment shall have the meanings assigned to them in the Operating Agreement.

B. The parties wish to modify the Agreement to revise the City Obligations as listed in Section IV of the Operating Agreement of November 5, 2008.

AMENDMENT

Section IV, City Obligations, is amended to add following new Sections:

Section IV: City Obligations

E. Use of City Facilities (other than Matt Garcia Youth Center)

1. City shall provide at no cost to PAL use of City meeting rooms for the purpose of PAL Board Meetings and other business related PAL committee meetings during hours in which the facility is normally open or a Building Attendant is already assigned to the facility.

2. The City shall provide use of athletic fields to PAL at no charge during daylight hours. PAL shall be charged the adopted per hour rate for field lights during evening hours. PAL shall be required to follow standard field reservation procedures for athletic groups.

3. PAL will be required to pay for direct costs for part time staff required for use of City facilities and services associated with fundraising activities.

F. Administrative Support

The City will make reasonable (as determined by the Community Resources Director after consultation with the President of PAL) administrative support available to PAL. The Community Resources Director will designate the staff person who will provide the support. Such administrative support shall include, but not be limited to, attendance of staff at meetings, assistance with the preparation of board meeting agendas, scheduling of City facilities for meetings, reconciliation of grant funds provided through the City to PAL; such administrative support shall not include out-of-pocket expenses such as photocopying and mailings.

Except as specifically modified herein, all of the other remaining provisions of the Operating Agreement shall remain unchanged and in full force and effect.
Except as specifically modified herein, all of the other remaining provisions of the Operating Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Agency, the City, and PAL have executed this Amendment as of the date first written above.

"AGENCY"
FAIRFIELD REDEVELOPMENT AGENCY
a public body, corporate, and politic

By: ____________________________
Name: __________________________
Title: __________________________

"CITY"
CITY OF FAIRFIELD
a municipal corporation

By: ____________________________
Name: __________________________
Title: __________________________

"PAL"
FAIRFIELD POLICE ACTIVITIES LEAGUE,
a California nonprofit public benefit corporation

By: ____________________________
Name: __________________________
Title: __________________________
RESOLUTION OF THE REDEVELOPMENT AGENCY APPROVING AMENDMENT TO THE AGREEMENT FOR THE OPERATION OF THE FAIRFIELD POLICE ACTIVITIES LEAGUE MATT GARCIA CENTER

WHEREAS, on June 17, 2008, the Fairfield Redevelopment Agency and City of Fairfield adopted an Agreement for the Operation of Youth Community Center Services for the purpose of providing a Police Athletic League program at the Matt Garcia Youth Center; and

WHEREAS, on November 18, 2008, the Fairfield Redevelopment Agency and City of Fairfield approved an amendment to the Agreement to address staffing of the Youth Center; and

WHEREAS, said program has been operational for one year and the program has expanded to include athletic teams, field trips, and expansion of both PAL Board of Directors activities and City staff time; and

WHEREAS, original Agreement is subject to periodic review by the Police Activities League Board of Directors, the Fairfield Redevelopment Agency, and the City of Fairfield; and

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. To amend the Agreement for the Operation of Youth Community Center Services as included in Exhibit A.

Section 2. The Redevelopment Agency Executive Director or designee is authorized to implement the amendment.

PASSED AND ADOPTED this 2nd day of February, 2010, by the following vote:

AYES: MEMBERS: ________________________________

NOES: MEMBERS: ________________________________

ABSENT: MEMBERS: ________________________________

ABSTAIN: MEMBERS: ________________________________

______________________________
CHAIRPERSON

______________________________
SECRETARY
Exhibit A

SECOND AMENDMENT TO AGREEMENT FOR THE OPERATION OF YOUTH COMMUNITY CENTER SERVICES

THIS AMENDMENT TO OPERATING AGREEMENT (this “Amendment”) is entered into as of February 2, 2010, by and among the FAIRFIELD REDEVELOPMENT AGENCY, a public body, corporate and politic (the “Agency”), the CITY OF FAIRFIELD, a municipal corporation (the “City”) and the FAIRFIELD POLICE ACTIVITIES LEAGUE, INC., a California nonprofit public benefit corporation (“PAL”), with reference to the following facts:

RECITALS

A. The Agency, the City and PAL previously entered into that certain Operating Agreement of June 17, 2008, (the "Agreement"). Terms used in this Amendment shall have the meanings assigned to them in the Operating Agreement.

B. The parties wish to modify the Agreement to revise the City Obligations as listed in Section IV of the Operating Agreement of November 5, 2008.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, the Agency, City, and PAL hereby agree as follows:

Section IV, City Obligations, is amended to add following new Sections:

Section IV: City Obligations

E. Use of City Facilities (other than Matt Garcia Youth Center)

1. City shall provide at no cost to PAL use of City meeting rooms for the purpose of PAL Board Meetings and other business related PAL committee meetings during hours in which the facility is normally open or a Building Attendant is already assigned to the facility.

2. The City shall provide use of athletic fields to PAL at no charge during daylight hours. PAL shall be charged the adopted per hour rate for field lights during evening hours. PAL shall be required to follow standard field reservation procedures for athletic groups.

3. PAL will be required to pay for direct costs for part time staff required for use of City facilities and services associated with fundraising activities.

F. Administrative Support
The City will make reasonable (as determined by the Community Resources Director after consultation with the President of PAL) administrative support available to PAL. The Community Resources Director will designate the staff person who will provide the support. Such administrative support shall include, but not be limited to, attendance of staff at meetings, assistance with the preparation of board meeting agendas, scheduling of City facilities for meetings, reconciliation of grant funds provided through the City to PAL; such administrative support shall not include out-of-pocket expenses such as photocopying and mailings.
Except as specifically modified herein, all of the other remaining provisions of the Operating Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Agency, the City, and PAL have executed this Amendment as of the date first written above.

“AGENCY”
FAIRFIELD REDEVELOPMENT AGENCY
a public body, corporate, and politic

By: ____________________________
Name: __________________________
Title: __________________________

“CITY”
CITY OF FAIRFIELD
a municipal corporation

By: ____________________________
Name: __________________________
Title: __________________________

“PAL”
FAIRFIELD POLICE ACTIVITIES LEAGUE,
a California nonprofit public benefit corporation

By: ____________________________
Name: __________________________
Title: __________________________
AGREEMENT FOR THE OPERATION OF YOUTH COMMUNITY CENTER SERVICES

This Agreement for the Operation of Youth Community Center Services ("Agreement") is made and entered into as of 2d08, 2008 (the "Effective Date"), by and among the FAIRFIELD REDEVELOPMENT AGENCY, a public body, corporate and political (the "Agency"), the CITY OF FAIRFIELD, a municipal corporation (the "City") and the FAIRFIELD POLICE ACTIVITIES LEAGUE, INC., a California nonprofit public benefit corporation ("PAL").

RECITALS

A. The redevelopment plans for the Regional Center and North Texas Street Project Areas (the "Project Areas") authorize the Agency to undertake the development of public facilities that will contribute to the removal of blight in the Project Areas, including a community and youth center.

B. With more than 30,000 children and young adults under the age of 18 in Fairfield (approximately 30% of its 2000 population), the need for adequate youth services or activities is essential to promoting education and preventing juvenile crime. The Fairfield juvenile arrest statistics for calendar years 2005 and 2006 suggest that there is an increased need for additional positive outlets, especially for youth between 10-18 years old. Criminal activity by juveniles contributes to the presence of blight in the Project Areas.

C. The Agency and City wish to partner with a local organization to develop a youth community center offering a variety of recreational, mentoring and education activities to serve the Project Areas and youth. To this end, the Agency approved a Sublease with Grocery Outlet, Inc., a California corporation, on February 19, 2008 (the "Sublease") for a facility of approximately 9,300 square feet located in the building at 200 Travis Boulevard, Fairfield, California (the "Facility") for the purpose of housing such a community center.

D. The Facility is within walking distance of low- and moderate-income neighborhoods in the Project Areas and is easily accessible via public transportation.

E. PAL is a nonprofit organization that was formed as a chapter of the California Police Activities League to undertake crime prevention through programs serving youth 5-18 years of age. PAL relies on education and athletic and other recreational activities to develop discipline, positive self-image, mutual trust and respect among at-risk youth to create and cement a positive bond between youths and police officers.

F. The Agency and the City wish to retain PAL to undertake the operation of the Facility with certain funding and staffing support from the Agency and City as provided more particularly below.
NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Agency, the City and PAL agree as follows:

AGREEMENT

I. TERM OF AGREEMENT

A. Initial Term.

This Agreement is effective commencing on the Effective Date and shall remain in effect until August 31, 2012 (the "Initial Term"), unless sooner terminated pursuant to its terms.

B. Extension.

After the Initial Term, the Agreement may be extended at the sole discretion of the Agency. It is the intent of the parties to continue the relationship after the Initial Term, with PAL taking on more financial obligations for the Facility and its operations as PAL’s fundraising and organizational structure grows.

C. Termination.

Notwithstanding any other term of this Agreement, any party may terminate the Agreement upon ninety (90) days’ written notification to the other parties.

D. Review.

Agency, City and PAL shall review this Agreement annually at the midpoint of each fiscal year in accordance with Section II.A.1. of this Agreement.

II. PAL OBLIGATIONS

A. Youth Programs and Services.

1. PAL shall program and offer a variety of recreational, mentoring, and educational activities for youth, i.e., flag football, basketball, boxing, homework assistance, field trips, etc. in accordance with a plan approved by the Agency and the City (the “Program Plan”). The Agency, the City, through its Police and Community Services Departments, and PAL will work cooperatively to determine the optimum programming mix for the Facility in a manner that avoids duplication of programs, focuses on youth who are not already being served in the community, and reaches the maximum number of youth possible. By each January 31 during the term of this Agreement, PAL shall submit for Agency and City review a revised Program Plan for the next year. The Program Plan shall consist of a summary of youth served, types of activities offered to the community, amount of funds raised, and a summary of revenues and

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expenses. The Program Plan shall also consist of a description of activities and events scheduled for the upcoming year. Once the Program Plan is approved by the Agency and City, PAL shall operate the Facility in accordance with the Program Plan.

2. Beginning on the Program Opening Date identified on the Schedule of Performance attached as Exhibit A, the Facility shall be open to the public a minimum of three (3) days per week. The following outlines PAL’s initial hours of operation:

Mondays: 2:30 pm-9 pm  
Wednesdays: Noon-9 pm  
Fridays: 2:30 pm-9 pm  
Weekends/Holidays: Special activities as scheduled.

Hours of operation shall be increased upon mutual agreement.

3. PAL reserves the right to expand service levels if fundraising warrants and such expansion conforms to overall Agency service goals. PAL will consult with Agency staff prior to expansion to ensure conformity with Agency’s service goals.

B. Fees, Fundraising

1. PAL will have the responsibility of preparing an annual budget of operational costs of the Facility (the “Budget”), which shall be submitted for the review and approval of the Agency and City no later than each January 31 during the term of this Agreement. Once the Budget is approved by the Agency and City, PAL shall comply with the Budget in its operation of the Facility.

2. PAL shall pay for all expenses related to the operation of the Program that are not funded by the Agency or City in accordance with this Agreement.

3. PAL shall be responsible for setting reasonable fees and charges for participation in its various programs and activities conducted on the Facility or for use of the Facility; provided, however, that PAL’s schedule of fees shall be submitted to Agency and City as part of the Program Plan.

4. PAL shall take reasonable steps on an ongoing basis to develop and implement a fundraising strategy to raise funds needed for ongoing operational and facility improvements (e.g., in-kind donations reflecting volunteer support, equipment donations, personal donations, corporate sponsorships and affiliations, etc.).
5. During the term of this Agreement, PAL shall maintain its status as a nonprofit corporation under the laws of the State of California. PAL acknowledges that a material inducement for Agency to enter into this Agreement with PAL is its nonprofit status, and failure of PAL to maintain its nonprofit status shall be grounds, at Agency’s and City’s option, for termination of this Agreement by Agency and City. PAL shall also diligently seek 501 (c)(3) status to enable it to accept foundation and tax deductible contributions.

C. Coordination of Certain Set-Up Activities; Maintenance.

1. The parties acknowledge that the build-out of the interior of the Facility is not yet completed, and certain additional work described more particularly in Exhibit B (the “Set-Up Activities”) and Exhibit C (the “Tenant Improvements”) will need to be done prior to opening the Facility to the public. PAL shall be responsible for the Set-Up Activities in accordance with the Schedule of Performance.

2. PAL, at its sole expense, shall provide for proper regular custodial and janitorial services, pest control, and all other maintenance and repair of the interior and exterior of the Facility to ensure that the Facility is secure, clean, neat, sanitary and in an orderly condition.

3. PAL, at its sole expense, shall be responsible for the maintenance of the security, fire notification, information technology, and data communication systems.

4. PAL shall allow periodic inspection of the Facility by Agency to ensure that all required maintenance and repair of the Facility is being satisfactorily performed by PAL.

5. PAL shall not commit or permit to be committed any act of waste upon the Facility and shall maintain the Facility and fixtures and appurtenances therein.

D. Contribution toward Facility Operating Expenses.

Beginning on the day that the Facility is open to the public, PAL shall pay (i) the cost of all utilities provided to the Facility including, but not limited to, gas, electricity, water, sewage, trash, street cleaning and telephone; and (ii) the amounts of property tax for the Facility due under the Sublease.

E. Reporting.

At the earliest possible date following the Agency’s approval of the Program Plan, PAL shall make an annual presentation to the Fairfield City Council to report on its operational, programming and fundraising activities during the year.
F. Additional Covenants of PAL.

PAL hereby covenants and agrees to the following:

1. PAL shall not use the Facility for any other purpose than managing, operating, conducting, and maintaining programs and activities for youth without the prior written consent of the Agency.

2. PAL shall assign only competent personnel or appropriately trained volunteers to perform services pursuant to this Agreement. In the event that Agency, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by PAL to perform services hereunder, PAL shall remove any such person immediately upon receiving notice from Agency to remove such person or persons. Agency or City staff persons who are assigned to work at the Facility shall remain Agency or City employees and shall not be subject to discipline or termination by PAL.

3. PAL agrees that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin, political affiliation, disability or ancestry, in the subleasing, transferring, use or occupancy, tenure or enjoyment of the Facility or in the participation in any of the programs and activities conducted or permitted by PAL in the Facility, nor shall PAL, or any person claiming under or through PAL, establish or permit any such practice or practices of discrimination or segregation. PAL shall hire employees without discrimination as to age, race, color, creed, religion, sex, marital status, sexual orientation, national origin, political affiliation, disability or ancestry.

4. Disorderly or objectionable conduct by PAL staff or program participants may be cause for termination of this Agreement. Advertisements, signs, brochures, and promotional publicity shall not misrepresent in any way the services provided, or the status of this Agreement.

5. PAL shall, in the use and occupancy of the Facility, conform to all laws, orders and regulations of the federal, state and municipal governments or any of their departments or agencies. PAL shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for PAL to operate the Facility.

6. Other than the Set-Up Activities, PAL shall make no alteration, addition or improvement to the Facility without first obtaining the written consent of Agency.
7. PAL shall employ reasonable measures in its recruitment, screening and training of volunteers that are appropriate for an organization that is reasonable for the care, well being and safety of minors.

III. AGENCY OBLIGATIONS

A. Facility.

The Agency will comply with the Subtenant’s obligations under the Sublease and provide access to PAL and its staff, consultants and volunteers as needed during the Term hereof. The Agency shall be responsible for all obligations under the Sublease, except as specifically provided herein. Prior to the commencement of program activities in the Facility, Agency shall pay all utilities and property taxes due under the Sublease.

B. Tenant Improvements.

Agency will ensure completion of the tenant improvements described more particularly in Exhibit C (the “Tenant Improvements”) in accordance with the Schedule of Performance.

IV. CITY OBLIGATIONS

A. City Staffing Contribution.

City will provide staffing assistance to PAL for the operation of the Facility as provided on Exhibit D. Future staffing levels will be negotiated annually and will be dependent on the previous year’s actual operational costs and revenues.

B. Scholarship Funds.

The City, through its Community Services Department, will consider opportunities to fund scholarships for eligible lower-income participants to offset PAL activity fees. The City Council, in its sole discretion, shall determine the amount of such scholarships, if any, through the annual budget process.

C. Advertising.

The City, through its Community Services Department, will include information about PAL’s programs and events in the City’s “Activity & Events Guide,” as space permits.

D. Information Technology

The City, through its Information Technology Division, will provide and install six (6) new computers for PAL. The City will also provide and install the switching and routing equipment, coordinate with PAL’s internet service provider, and ensure that all six (6) computers successfully connect to the Internet.
V. CONTROL OF FACILITY, NO SUBLEASE

A. Agency.

Agency retains full title to Subtenant’s interest in the Sublease and PAL’s rights to enter and use the Facility are subject to the control of the Agency and do not constitute a sublease or assignment of the Agency’s interest in the Sublease. In addition, the tenant improvements made to the Facility and all purchases made by Agency or City for the Facility shall remain the property of the Agency or City.

B. PAL.

Any furniture or equipment purchased by PAL and not funded by Agency or City funds shall remain the property of PAL. Neither the Agency nor the City shall have any obligation or liability to PAL for theft, disappearance or destruction of PAL’s personal property in the Facility.

C. Compliance with Sublease.

The parties shall comply at all times with the requirements of the Sublease in the performance of their obligations under this Agreement.

VI. INSURANCE AND HOLD HARMLESS

A. PAL Insurance.

PAL shall provide the following insurance:

1. PAL shall maintain in full force and effect during the term of this Agreement, at PAL’s sole cost and expense, a policy of comprehensive general liability insurance in terms and amounts satisfactory to Agency, but in any event no less than Two Million Dollars ($2,000,000.00) combined single limit per occurrence for bodily injury, personal injury, death and property damage, subject to such increases in amount as Agency may reasonably require from time to time, covering any accident or incident arising in connection with the presence of PAL or its agents, employees, guests, volunteers or invitees in the Facility.

   a) Such coverage shall also contain an endorsement providing for coverage of employer’s automobile non-ownership liability. Coverage shall include, but not be limited to, personal injury liability, premises and operation, blanket contractual, cross liability, severability of interest, broad form property damage, and independent contractors.
b) Agency and City shall be named as additional insureds under such insurance policy. Such insurance shall be primary and noncontributing, and shall not be cancelable or subject to reduction of coverage or other modification without thirty (30) days prior written notice to Agency.

2. PAL shall also maintain personal property/contents coverage in an amount sufficient to cover the full replacement value of its personal property, with the deductible on the policy subject to approval of the Agency.

3. In addition, PAL shall maintain such workers' compensation insurance as is required by state law to the extent PAL has employees working on or in connection with the Facility.

4. To the extent PAL hires contractors to perform services in the Facility, PAL shall require such contractor(s) to carry the coverage required by this Section VI.A., to name the Agency and the City as additional insureds, and to provide certificates and endorsements to the Agency evidencing such coverage.

5. PAL shall, concurrently with the execution of this Agreement, deliver to Agency a certificate of insurance evidencing such coverage. Upon the Agency's request, PAL shall also provide a copy of any policy providing coverage required hereunder. In the event PAL's insurance policy is renewed, replaced or modified, PAL shall promptly furnish Agency with a certificate of insurance, as renewed, replaced or modified.

B. Agency/City Insurance.

Agency shall maintain such coverage as is required by the Sublease.

C. Waiver of Subrogation.

The parties release each other, and their respective authorized representatives, from any claims for damage to any person or to the Facility, and to the fixtures, personal property, improvements, and alterations in or on the Facility from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage.

D. Notice.

1. Any policy of insurance required under this Agreement shall provide that the Agency, City and PAL shall be given thirty (30) days prior notice of each expiration or any intended cancellation, reduction or change in any coverage, except for ten (10) days' written notice in the event of non-payment of premium.
2. The parties shall deliver one to the other within thirty (30) days of the execution of this Agreement, or any renewal thereof, a written certificate of insurance and additional insured endorsements:

a) Stating that the policies in effect and required by this Agreement satisfy the requirements of this Agreement;

b) Setting forth the insurance policies then in force; and,

c) Setting forth the names of the insurers that issued the policies, the amounts thereof and the risks covered, and with a minimum AM Best rating of A:VII.

E. Indemnification and Hold Harmless.

PAL shall, at PAL’s sole cost and with counsel reasonably satisfactory to Agency and City, defend, indemnify and hold harmless Agency and the City, and their officers, agents and employees, from and against any and all liabilities, claims, damages, costs, expenses and causes of action on account of any injury to or death of any person or any loss of or damage to property arising out of (i) PAL’s performance of its obligations hereunder; (ii) PAL’s use of the Facility and the programs it operates therein; or (iii) PAL’s breach of this Agreement, provided such injury, death, loss or damage is not caused by the intentional misconduct or negligence of Agency, the City or their officers, agents or employees.

VII. Default

1. Failure or delay by either Party to perform any term or provision of this Agreement constitutes a default under this Agreement. The Party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence, and shall not be in default during any period of curing.

2. The non-defaulting Party shall give written notice of default to the Party in default, specifying the default complained of by the injured Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

3. Any Party may exercise any rights or remedies upon a default by the other Party if such default continues for a period of thirty (30) days after written notice thereof from the non-defaulting Party; provided, however, that if the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the defaulting Party shall not be deemed to be in default if it has commenced a cure within the 30-day period and thereafter diligently prosecutes such cure to completion, and completes such cure within ninety (90) days after receipt of written notice thereof.

4. In addition to any other rights or remedies, the Agency, the City or PAL, as appropriate, may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain specific performance or any other remedy consistent with
the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Solano, State of California.

VIII. GENERAL PROVISIONS

A. Independent Contractor/No Agency.

1. This Agreement is made by and among three independent contractors and is not intended to and shall not be construed to create any relationship of agent, servant, employee, partnership, joint venture or association.

2. Except as Agency or City may specify in writing, PAL shall have no authority, express or implied, to act on behalf of Agency or City in any capacity whatsoever as an agent. PAL shall have no authority, express or implied, pursuant to this Agreement, to bind Agency or City to any obligation whatsoever.

B. Nondiscrimination.

1. Each party shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, disability, race, religion or sexual orientation.

2. Further, there shall be no discrimination against employees, including, but not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

C. Drug-Free Workplace.

Each party shall abide by and implement the statutory requirements of Government Code Section 8350, et seq. regarding a drug-free workplace.

D. Health and Safety Standards.

Each party shall abide by all health and safety standards set forth by the State of California.

E. Attorney’s Fees.

In the event of any suit, controversy, claim or dispute among Agency, City and/or PAL arising out of or relating to the performance or breach of this Agreement, the prevailing party shall be entitled to recover reasonable expenses, attorney’s fees and costs in addition to such other relief as may be granted in any such litigation.
F. Modification, Assignment.

1. Any party may request a modification to this Agreement, but any mutually agreed upon modification shall be effective only when incorporated in a written amendment to this Agreement.

2. No verbal agreements or conversations prior to execution of this Agreement or any subsequent modification(s) shall affect or modify any of the terms or conditions of this Agreement unless reduced to writing and approved by the respective governing bodies of the parties hereto.

3. No party to this Agreement may assign any right or obligation under this Agreement without the prior written consent of the other parties. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

G. Notice.

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

**PAL:**

Executive Director
Fairfield PAL
1150 Kentucky Street
Fairfield, CA 94533

City
City Manager
City of Fairfield
1000 Webster Street
Fairfield, CA 94533

**Agency:**

Executive Director
Fairfield Redevelopment Agency
1000 Webster Street
Fairfield, CA 94533

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

H. Entire Agreement.

This Agreement, including any attachments, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by Agency, City and PAL other than those contained herein.

[Signatures appear on next page.]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CITY OF FAIRFIELD, a municipal corporation

By ______________________________
Harry T. Price, Mayor

Date: ________________

FAIRFIELD REDEVELOPMENT AGENCY, a public body, corporate and politic

By ______________________________
Sean P. Quinn, Executive Director

Date: ________________

APPROVED AS TO FORM

By ______________________________
City Attorney

APPROVED AS TO FORM

By ______________________________
Agency Counsel

FAIRFIELD POLICE ACTIVITIES LEAGUE, INC., a California nonprofit public benefit corporation

By ______________________________
Print Name __________________________
Title ________________________________

By ______________________________
Print Name __________________________
Title ________________________________
## Exhibit A

### Schedule of Performance

<table>
<thead>
<tr>
<th>PARTY:</th>
<th>TO PERFORM:</th>
<th>WHEN:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAL</td>
<td>Submit Business Plan to PAL Board of Directors</td>
<td>April 2008</td>
</tr>
<tr>
<td>Agency</td>
<td>Initiate/Complete Tenant Improvements</td>
<td>February – December 2008</td>
</tr>
<tr>
<td>PAL</td>
<td>Initiate/Complete Set-Up Activities</td>
<td>February – December 2008</td>
</tr>
<tr>
<td>City and PAL</td>
<td>Assign/Hire Staff</td>
<td>May – October 2008</td>
</tr>
<tr>
<td>PAL</td>
<td>Implement Programming at New Facility</td>
<td>Within thirty (30) days of issuance of Certificate of Occupancy</td>
</tr>
</tbody>
</table>
Exhibit B

Set-Up Activities

Acquisition and installation of the following:

- Boxing equipment such as boxing ring, speed bags, etc.
- Computers for study and office space
- Equipment (i.e., backboards, volleyball nets) for gymnasium
- Information technology and data communication systems
Exhibit C

Tenant Improvements

See attached floor plan. Bid documents prepared by INDIGO Hammond & Playle Architects, LLP are on file with the City of Fairfield Department of Public Works.

With the exception of those items listed in Exhibit B, the Agency will be responsible for completing the Tenant Improvements.
City’s Staffing Contribution

The City shall assign appropriate staff persons to the Facility during the term of the Agreement at an approximate annual cost of $108,000, adjusted by any annual ECB increases.

PAL will contribute $7,000 annually toward staff costs, adjusted by any City ECB increases.

Future City and PAL staffing contribution to be negotiated based on PAL fundraising and City budgetary considerations.